

Kenneth H. Brown (CA Bar No. 100396)
Miriam Manning (CA Bar No. 178584)
PACHULSKI STANG ZIEHL & JONES LLP
One Sansome Street, 34th Floor, Suite 3430
San Francisco, CA 94104
Telephone: 415/263-7000
Facsimile: 415/263-7010

E-mail: kbrown@pszjlaw.com
mmanning@pszjlaw.com

Counsel for E. Lynn Schoenmann,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PETER R. FADER
dba Urchin Capital Partners
dba Urchin Partners LLC,

Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF MIRIAM
MANNING IN SUPPORT OF
TRUSTEE'S OBJECTION TO CLAIM
NO. 15 FILED BY WARREN DEAN**

Hearing Date:

Date: September 29, 2023

Time: 1:30 PM

Place: Telephonically/Videoconference

Judge: Honorable Dennis Montali

Response Deadline: September 15, 2023

I, Miriam Manning, declare as follows:

1. I am an attorney in the law firm of Pachulski Stang Ziehl & Jones LLP. Our office represents E. Lynn Schoenmann, the trustee ("Trustee") of the chapter 7 case of Peter R. Fader ("Debtor").

2. I submit this declaration in support of the *Trustee's Objection to Claim No. 15 Filed by Warren Dean*. I have personal knowledge of the facts set forth herein and, if called as a witness, I would and could competently testify thereto.

1 **A. The Debtor's Bankruptcy Filing**

2 3. The docket in the Debtor's bankruptcy case reveal the following facts: On January
3 26, 2008, the Debtor, aka Urchin Capital Partners and Urchin Partners LLC, filed a voluntary
4 chapter 7 petition in this Court. The Debtor received a discharge and the bankruptcy case was
5 subsequently closed in 2010.

6 4. Claimant was listed on the Debtor's amended schedule F as having a disputed "Loan"
7 claim in the amount of \$1,500,000. [Dkt 16].

8 5. The Debtor's schedule B also shows that the Debtor held a 75% membership interest
9 in Urchin Capital Partners and a 100% membership interest in Urchin Partners LLC.

10 6. On July 14, 2019, the Debtor filed an application to reopen his bankruptcy case to
11 disclose claims based on an oral agreement that was previously omitted from his bankruptcy
12 schedules and to enable the Trustee to determine whether such previously omitted claims constitute
13 property of the estate that can be administered by the Trustee.

14 7. On September 13, 2019, the United States Trustee appointed E. Lynn Schoenmann as
15 the Chapter 7 trustee of the Debtor's bankruptcy case. On September 15, 2019 the Debtor's
16 bankruptcy case was reopened.

17 **C. The Proof of Claim**

18 8. Attached hereto as **Exhibit A** is a true and correct copy of the claim filed by the
19 Claimant on December 9, 2019 in the amount of \$1,080,000 relating to a 'loan' (the "Claim").

20 9. In response to my request for documents to substantiate the nature and amount of the
21 Claim, on June 8, 2023, Claimant provided a letter, two promissory notes and a document entitled
22 "Fader Loan Summary". Attached hereto as **Exhibit B** is a true and correct copy of the Claimant's
23 June 8, 2023 email, letter and documents.

24 10. By way of a separate email on June 8, 2023, Claimant advised that the \$230,000 loan
25 was due in five years. Attached hereto as **Exhibit C** is a true and correct copy of the June 8, 2023
26 email.

11. No previous request for the relief sought in the Objection has been made by the Trustee.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 29, 2023 at Ross, California.

/s/ Miriam Manning

Miriam Manning

EXHIBIT A
(Proof of Claim)

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Fill in this information to identify the case:Debtor 1 Peter Fader

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court California Northern Bankruptcy CourtCase number: 08-30119

FILED

U.S. Bankruptcy Court
California Northern Bankruptcy Court

12/9/2019

Edward J. Emmons, Clerk

**Official Form 410
Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Warren Dean</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Warren Dean</u> Name 1902 W Colorado Avenue Suite 110 San Mateo CA 94402 Contact phone <u>719-440-1722</u> Contact email <u>warren@whd22.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Warren Dean</u> Name 3131 Little Turkey Creek Rd. Colorado Springs, CO 80926 Contact phone <u>719-440-1722</u> Contact email <u>warren@whd22.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div>\$ 1080000.00</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p style="text-align: center;">loan</p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><div>Value of property:</div><div>\$ _____</div><div>Amount of the claim that is secured:</div><div>\$ _____</div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div><div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) that applies	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/9/2019
MM / DD / YYYY

/s/ Warren Hall Dean

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Warren Hall Dean</u>		
	First name	Middle name	Last name
Title	<u>Individual</u>		
Company	<u>Individual</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>3131 Little Turkey Creek Rd.</u>		
	Number Street		
	<u>Colorado Springs, CO 80926</u>		
Contact phone	City State ZIP Code		Email
	<u>719-440-1722</u>		<u>warren@whd22.com</u>

EXHIBIT B
(June 8, 2023 email and attachments)

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

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From: Warren Dean <warren@whd22.com>
Sent: Thursday, June 8, 2023 9:18 AM
To: Miriam Manning
Cc: Sharon Regier
Subject: RE: Fader - Claim No. 15
Attachments: 23.6.8 Fader Docs.Manning BK.pdf

Good morning, Ms. Manning.

Per your request, I am forwarding documents related to the Peter Fader bankruptcy.

Please let me know if you have any questions or need anything else.

Warren Dean
719-440-1722

From: Miriam Manning
Sent: Tuesday, June 6, 2023 2:36 PM
To: Warren Dean
Cc: Miriam Manning
Subject: Fader - Claim No. 15

Dear Mr. Dean,

Our office represents E. Lynn Schoenmann, the chapter 7 trustee appointed in Mr. Fader's bankruptcy case. To follow up on our call from today, I have attached your proof of claim in the amount of \$1,080,000 and reiterate our request for documentation to substantiate the amount of your claim whether that be a promissory note, canceled checks or wire transfer documents. If such documents no longer exist, please provide a letter setting forth the terms of the loan, including the date(s) when the loan was made, whether the funds were transferred by check, wire or other method, the amount of each transfer (if the loan was made in several installments), the repayment terms, and any other relevant information. We may then request Mr. Fader to verify the information provided.

Please provide this information at your earliest opportunity. If you have any questions, please do not hesitate to contact me. Regards,

Miriam Manning
Pachulski Stang Ziehl & Jones LLP
Direct Dial: 415.217.5117
Tel: 415.263.7000 | Fax: 415.263.7010
mmanning@pszjlaw.com
[vCard](#) | [Bio](#) | [LinkedIn](#)

Warren H. Dean
3131 Little Turkey Creek Road
Colorado Springs, CO 80926
719-440-1722
warren@whd22.com

June 7, 2023

Miriam Manning
Pachulski, Stang, Ziehl and Jones LLP

Dear Ms. Manning,

This letter will address your June 6, 2023 request for information regarding my bankruptcy claim against Peter Fader.

For illustration I have enclosed:

- 23.6.5 WD Fader Loan Summary
- Promissory note dated June 21, 2006
- Promissory note dated July 11, 2007

In total I made 5 loans to Peter Fader between Mid 1998 and July 11, 2007, as detailed on the attached spreadsheet.

- Loans 1-3 total \$230,000, July 7, 2001, as shown on line 10. This included three advances.
- Loan 4 is for \$600,000, May 5, 2006, as shown on line 38.
- Loan 5 is for 250,000, July 13, 2007, as shown on line 63.

The respective interest rates are shown in the loan details.

All funds were wired.

I have attached a copy of Loans #2 and #3, which I happened to have in an old file, the documents related to the first loans shredded due to their age.

Let me know if you need anything else.

Thank you.



Warren H. Dean

	A	B	C	D	E
1	Fader Loan Summary		3.3.15		
2					
3	Loan 1	1,109,831			
4	Loan 2	5,016,571			
5	Loan 3	1,695,294			
6	Total Owed	7,821,695		12.3.17	
7					
8	Fader Loan 1				
9	Payments	Annual	Monthly		
10	Loan Amount	230,000	19,167		
11	Rate	10.00%	0.83%		
12	Term		0		
13	Year	Loan			End
14		Balance	Interest	Princ.	Balance
15	07/01/01	230,000	0	0	230,000
16	12/31/01	230,000	11,532	0	241,532
17	12/31/02	241,532	24,153	0	265,685
18	12/31/02	265,685	26,568	0	292,253
19	12/31/04	292,253	29,225	0	321,478
20	12/31/05	321,478	32,148	0	353,626
21	12/31/06	353,626	35,363	0	388,989
22	12/31/07	388,989	38,899	0	427,888
23	12/31/08	427,888	42,789	0	470,677
24	12/31/09	470,677	47,068	0	517,744
25	12/31/10	517,744	51,774	0	569,519
26	12/31/11	569,519	56,952	0	626,471
27	12/31/12	626,471	62,647	0	689,118
28	12/31/13	689,118	68,912	0	758,029
29	12/31/14	758,029	75,803	0	833,832
30	12/31/15	833,832	83,383	0	917,215
31	12/31/16	917,215	91,722	0	1,008,937
32	12/31/17	1,008,937	100,894	0	1,109,831
33					
34			879,831	230,000	1,109,831
35					
36	Fader Loan 2				
37	Payments	Annual	Monthly		
38	Loan Amount	600,000	50,000		
39	Rate	20.00%	1.67%		
40	Term		0		
41	Year	Loan			End
42		Balance	Interest	Princ.	Balance
43	05/11/06	600,000	0	0	600,000
44	05/19/06	600,000	2,630	(250,000)	352,630
45	06/14/06	352,630	5,024	250,000	607,654
46	12/31/06	607,654	66,592	0	674,246
47	12/31/07	674,246	134,849	0	809,095
48	12/31/08	809,095	162,262	0	971,358
49	12/31/09	971,358	194,272	0	1,165,629
50	12/31/10	1,165,629	233,126	0	1,398,755
51	12/31/11	1,398,755	279,751	0	1,678,506
52	12/31/12	1,678,506	336,621	0	2,015,127
53	12/31/13	2,015,127	403,025	0	2,418,153
54	12/31/14	2,418,153	483,631	0	2,901,783
55	12/31/15	2,901,783	580,357	0	3,482,140
56	12/31/16	3,482,140	698,336	0	4,180,476
57	12/31/17	4,180,476	836,095	0	5,016,571
58					
59			4,416,571	600,000	5,016,571
60					
61	Fader Loan 3				
62	Payments	Annual	Monthly		
63	Loan Amount	250,000	20,833		
64	Rate	20.00%	1.67%		
65	Term		0		
66	Year	Loan			End
67		Balance	Interest	Princ.	Balance
68	07/13/07	250,000	0	0	250,000
69	12/31/07	250,000	23,425	0	273,425
70	12/31/08	273,425	54,835	0	328,259
71	12/31/09	328,259	65,652	0	393,911
72	12/31/10	393,911	78,782	0	472,694
73	12/31/11	472,694	94,539	0	567,232
74	12/31/12	567,232	113,757	0	680,990
75	12/31/13	680,990	136,198	0	817,187
76	12/31/14	817,187	163,437	0	980,625
77	12/31/15	980,625	196,125	0	1,176,750
78	12/31/16	1,176,750	235,995	0	1,412,745
79	12/31/17	1,412,745	282,549	0	1,695,294
80					
81			1,445,294	250,000	1,695,294

Promissory Note

Date: June 21, 2006
Borrower: Peter R. Fader
Borrowers Address: 655 Montgomery St., Suite 900
San Francisco, CA 94111
Lender: Warren Dean
Principal Amount: 600,000.00
Term: Demand

PROMISE TO PAY. For value received, Borrower promises to pay Lender Six Hundred Thousand Dollars (\$600,000) upon demand by lender.

PAYMENT DATE. Borrower will pay entire amount of the principal plus interest upon demand by lender.

BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT. Borrower promises to pay to the order of Lender at the place for payment and according to the terms for payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due upon demand.

below
INTEREST. Interest on any unpaid balance due after July 10, 2006 shall accrue at a rate of Twenty Percent (20%) annually (i.e. \$600,000 x 88/365 days x 20% = \$28,931.51). *Interest shall be Compounded annually.*

SECURITY. This note is securitized by assets of Peter R. Fader as deemed appropriate by lender.

FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the Lender and applied to this indebtedness in the manner elsewhere herein provided.

ATTORNEY'S FEES. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and

enforcement, including reasonable attorney's fees, costs of appeal and court costs in addition to other amounts due.

SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

ENTIRE AGREEMENT. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the State of California.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 26 day of JUNE,
2022

[Borrower's Signature:]



[Borrower's Printed or Typed Name]:

Peter R. FADU

[Lender's Signature:]

[Lender's Printed or Typed Name]:

Promissory Note

Date: July 11, 2007

Borrower: Peter R. Fader

Borrowers Address: 655 Montgomery St., Suite 900
San Francisco, CA 94111

Lender: Warren Dean

Principal Amount: \$250,000.00

Term: 180 Days

PROMISE TO PAY. For value received, Borrower promises to pay Lender Two Hundred and Fifty Thousand Dollars (\$250,000) upon demand by lender.

PAYMENT DATE. Borrower will pay entire amount of the Principal Amount plus interest upon demand by lender

INTEREST. Interest on all amount owed up to the Payment Date shall be calculated at an annual rate of Twenty Percent (20%). All interest not paid shall be added to the note amount at the end of each calendar quarter, ie: compound quarterly.

BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT. Borrower promises to pay to the order of Lender at the place for payment and according to the terms for payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

SECURITY. This is secured by all assets of Peter R. Fader as deemed appropriate by lender.

FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the Lender and applied to this indebtedness in the manner elsewhere herein provided.

ATTORNEY'S FEES. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is

collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and enforcement for reasonable attorney's fees, including appeals and court costs in addition to other amounts due.

SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

ENTIRE AGREEMENT. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 11 day of July, 2007.

[Borrower's Signature:]



[Borrower's Printed or Typed Name:]

Peter Fane

[Lender's Signature:]

[Lender's Printed or Typed Name:]

COPY

EXHIBIT C
(June 8, 2023 email)

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From: Warren Dean <warren@whd22.com>
Sent: Thursday, June 8, 2023 3:42 PM
To: Miriam Manning
Subject: Re: Fader - Claim No. 15

1) one memorialized all three loans.

2)2006. Five years out from note

3)Mr Fader personally.

Warren Dean
719-440-1722

On Jun 8, 2023, at 4:18 PM, Miriam Manning wrote:

Mr. Dean,
Thank you for forwarding the information. I have some questions regarding the first set of loans:
(1) Were there promissory notes or any other agreements memorializing any of the 2001 loans?
(2) When were the 2001 loans to have been repaid?
(3) Were the 2001 loans made to Mr. Fader or to one of his companies?
Regards,
Miriam Manning

From: Warren Dean [mailto:warren@whd22.com]
Sent: Thursday, June 8, 2023 9:18 AM
To: Miriam Manning
Cc: Sharon Regier
Subject: RE: Fader - Claim No. 15

Good morning, Ms. Manning.

Per your request, I am forwarding documents related to the Peter Fader bankruptcy.

Please let me know if you have any questions or need anything else.

Warren Dean
719-440-1722

From: Miriam Manning <mmanning@pszjlaw.com>
Sent: Tuesday, June 6, 2023 2:36 PM
To: Warren Dean <warren@whd22.com>
Cc: Miriam Manning <mmanning@pszjlaw.com>
Subject: Fader - Claim No. 15

Dear Mr. Dean,

Our office represents E. Lynn Schoenmann, the chapter 7 trustee appointed in Mr. Fader's bankruptcy case. To follow up on our call from today, I have attached your proof of claim in the amount of \$1,080,000 and reiterate our request for documentation to substantiate the amount of your claim whether that be a promissory note, canceled checks or wire transfer documents. If such documents no longer exist, please provide a letter setting forth the terms of the loan, including the date(s) when the loan was made, whether the funds were transferred by check, wire or other method, the amount of each transfer (if the loan was made in several installments), the repayment terms, and any other relevant information. We may then request Mr. Fader to verify the information provided.

Please provide this information at your earliest opportunity. If you have any questions, please do not hesitate to contact me. Regards,

Miriam Manning

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